

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 44	
2. CONTRACT NO. W91QUZ-09-A-0001-P00010		3. AWARD/EFFECTIVE DATE 24-Nov-2008		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY  NCRCC - ITEC4 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700  TEL: FAX:		CODE W91QUZ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR  TKC INTEGRATION SERVICES LLC, DAVID HOY 3201 C ST, STE 400C ANCHORAGE AK 99503-3967  TEL. 703 919-9303/571-323-5200		CODE 3NBK4		18a. PAYMENT WILL BE MADE BY  TO BE SPECIFIED ON EACH ORDER AS ADDRESSED CONUS AND/OR OCONUS AA			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$0.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  <i>Donna S. Harris</i>		31c. DATE SIGNED  24-Nov-2008	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  DONNA S. HARRIS / CONTRACTING OFFICER  TEL: 703-325-4625 EMAIL: donna.s.harris@us.army.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 44	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

W91QUZ-09-A-0001

Section SF 30 - BLOCK 14 CONTINUATION PAGE

NAME CHANGE AGREEMENT

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2.

000012

16C

9

NASA/Goddard Space Flight Center  
Procurement Operations Division  
Greenbelt MD 20771

NASA/Goddard Space Flight Center  
Procurement Operations Division  
Mission Enabling Procurement Office  
Code 210.4  
Greenbelt MD 20771

3.

State, county,

TKC INTEGRATION SERVICES LLC  
3201 C STREET STE 400C  
ANCHORAGE AK 99503-3967

3NBK4

04/30/2007

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION

12. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

as changes in paying office.

## FAR 42.12 Novation and

-Name

E. IMPORTANT: Contractor is not ☒ is required to sign this document and return copies to the issuing office.

1. Pursuant to Federal Acquisition Regulation (FAR) 42.12 Novation and Change-of-Name Agreements, the Change-of-Name Agreement is entered into May 2, 2011, duly signed and executed, recognizes Affigent, LLC, as the successor in interest to TKC Integration Services, LLC.

2 This modification accomplishes the changes as outlined in the Change-of-Name Agreement and documents supplied by the contractor.

and conditions of the document referenced

10A.

Robinson

FAR (48 CFR) 42.12

Change-of-Name Agreement

Affigent LLC (Contractor), a corporation duly organized and existing under the laws of the State of Alaska, and the United States of America (Government), enter into this Agreement as of May 2, 2011.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the NASA Goddard Space Flight Center, has entered into certain contracts and purchase orders with **TKC Integration Services LLC, namely: NNG0ZDA19B**. The term "the contracts," as used in this Agreement, means the above contract and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) TKC Integration Services LLC, by an amendment to its certificate of incorporation, dated April 1 2011, has changed its corporate name to, Affigent LLC

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that-

(1) The contracts covered by this Agreement are amended by substituting the name "Affigent LLC" for the name "TKC Integration Services LLC" wherever it appears in the contracts; and

(2) Each party has executed this Agreement as of the day and year first above written.

United States of America,

By

Title

OFFICER

Affigent LLC,

By \_\_\_\_\_ Joel

Title \_\_\_\_\_ General

Attachment A

Section SF 1449 - CONTINUATION SHEET

BPA TERMS AND CONDITIONS

BPA BACKGROUND

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and TKC Integration Services, LLC. (TKCIS) wish to enter into a Blanket Purchase Agreement ("BPA") aimed at reducing the administrative costs of acquiring Oracle commercial items under the General Service Administration (GSA) Federal Supply Schedule (FSS) Program.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

This BPA has been designated as a DoD ESI and GSA SmartBUY Contract, which is open to all US Executive Agencies (as defined in 48 CFR 2.1), including the DoD and authorized contractors, except as restricted herein (hereinafter referred to as "Agency" or "Agencies". TCKIS acknowledges that the GSA and OMB have indicated their intent to issue regulations that make this BPA a mandatory source of Oracle products for agencies of the federal government. This understanding will be conveyed to all of Oracle's assigned federal license sales personnel, pursuant to Section E.6 of this BPA.

The Army Contracting Agency - Information Technology, E-Commerce, and Commercial Contracting Center (ITEC4) has entered into this and similar BPAs on behalf of the Project Director, Computer Hardware, Enterprise Software and Solutions (CHESS) with DLT Solutions, Inc. (DLT), immixTechnology, Inc., and Mythics, Inc (Mythics) ("Oracle Resellers with ESI BPAs") and Oracle USA, Inc. These BPAs are issued to provide the DoD database software licenses and software maintenance support in support of the Department of Defense's mission. TKCIS shall serve as the prime contractor under this BPA and orders shall be issued directly to TKCIS pursuant to GSA Schedule Contract number GS-35F-0509S (the "TKCIS GSA Contract").

The Government and TKCIS understand and agree that changes will need to be made from time to time to this BPA. This understanding will be conveyed to all of TKCIS' assigned federal license sales personnel, pursuant to Section E.6 of this BPA.

This BPA and all orders hereunder are subject to the Terms and Conditions sections herein.

Attachments to this agreement are:

- EXHIBIT A - PRODUCT AND PRICE LIST
- EXHIBIT B - BPA REPORT FORMATS
- EXHIBIT C - SAMPLE FEE TRANSMITTAL LETTERS
- EXHIBIT D - DD FORM 254 (CONTRACT SECURITY CLASSIFICATION SPECIFICATION)

## **A. TERMS AND CONDITIONS**

### **1. Products Available Under this BPA.**

This BPA includes the Software Products and Software Maintenance listed in Exhibits A-1 through A-3. Prices for the TKCIS CLINs under this BPA are net prices.

Items included on the TKCIS GSA Contract and not listed specifically in the BPA exhibits may be purchased at rates negotiated by the Ordering Office and TKCIS under CLIN 1001 of Exhibit A-4, entitled "Additional Items-GSA Contract". Items that are not included on the TKCIS GSA Contract may be purchased in accordance with FAR 8.402(d) and Section 17 of the TKCIS GSA Contract under CLIN 1002 of Exhibit A-4 entitled "Open Market Items". Both CLINs 1001 and 1002 are subject to the terms and conditions of this BPA and the TKCIS GSA Contract.

Ordering Officers may negotiate special pricing with TKCIS under CLIN 1003, Special Solutions, as set forth in Exhibit A-4, and in accordance with the terms and conditions of the TKCIS GSA Contract.

Software licenses purchased under this BPA shall be subject to the terms and conditions of the TKCIS GSA Contract, this BPA and the Order.

### **2. Prevailing Terms and Conditions.**

All orders placed against this BPA are subject to the terms and conditions of the TKCIS GSA Contract as specified above. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the TKCIS GSA Contract, the provisions of the BPA will take precedence.

### **3. Obligation of Funds.**

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases actually made through orders issued under this BPA.

### **4. Effective Date and Duration of BPA.**

This BPA is effective from the date of award through the effective period of the TKCIS GSA Contract. Either CHES or the Contractor with ninety (90) days written notice may terminate the BPA or a portion thereof provided, however, that such termination shall not affect the obligations of the Government or TKCIS under any then existing delivery order or lease agreement. The then existing delivery order or lease agreement shall continue in full force and effect as though the BPA had not been terminated.

### **5. Ordering Period.**

The ordering period for all items under this BPA is the same as the duration of the BPA set forth in paragraph 4, above.

### **6. Enterprise Licenses.**

Under the TKCIS SmartBUY Enterprise Licenses options defined in Exhibit A-3, Agencies under any of the fifteen Executive Departments of the U.S. Federal Government, and Independent Establishments as defined in 5 U.S.C. 104 (1) ("Agency") may procure an Enterprise License which provides for the use of certain programs on an enterprise basis for an Agency's entire population of users, provided the programs are used only in support of the Agency's internal business operations. Specific program license bundles and pricing are shown in Exhibit A-3: "Oracle SmartBUY Enterprise Licenses". An Agency's licensed population will be specifically defined in an ordering document prepared and agreed to by the contractor and the Agency. The salient features of the Oracle SmartBUY Enterprise License include:

- A. Product Coverage. The Enterprise License is available only for specific Oracle core technologies as identified in the above referenced Exhibit A-3.

- B. Licensed Agency Population. The Enterprise License will be available only if an Agency wishes to license its entire population of users. The term “users” is defined to mean all employees and on-site contractors or off-site contractors accessing Agency owned or leased hardware. The programs may only be used for the purpose of supporting the Agency’s internal business operations. The population must be specifically defined in the ordering document agreed to by the contractor and the Agency. The licensed Agency population must be identifiable by objective evidence, such as annual budgeting or appropriation documents. This user population specified in the ordering document is hereinafter to referred to as the “Licensed Agency Population.”
- C. Annual Verification and True-Up. Each Oracle SmartBUY Enterprise License shall contain an annual true-up provision agreed to by the contractor and the Agency that provides for an annual adjustment of the Licensed Agency Population. Such provision shall provide that on the first annual anniversary of the effective date of the enterprise license ordering document, and every anniversary date thereafter, the Agency shall be required to report to Oracle in writing the then current total number of users comprising the Licensed Agency Population metric (e.g., total employees and on-site and off-site support contractors) substantiated by objective evidence, as specifically defined and set forth in the ordering document. If the report to Oracle identifies an increase in the users comprising the Agency Population compared to the Licensed Agency Population (as originally established or as adjusted by a previous true-up), the Agency shall be required to place an order to account for the additional usage of the Enterprise License as well as to provide for additional Technical Support associated with the additional usage. This adjustment shall only be required when users comprising the Agency Population:

(a) increase by three percent (3%) or more over the Licensed Agency Population and the Licensed Agency Population is less than 15,001;

(b) increase by two percent (2%) or more over the Licensed Agency Population and the Licensed Agency Population is between 15,001 to 99,999; or

(c) increase by one percent (1%) or more over the Licensed Agency Population and the Licensed Agency Population is greater than 99,999.

If, on the annual anniversary date, there is no change or a decrease in the users comprising the Licensed Agency Population, no additional fees shall be due and the Licensed Agency Population will remain unchanged. An Agency shall not be entitled to a refund, credit or other consideration of any kind in the event of a reduction in the number of users comprising the Licensed Agency Population.

Note: Unless specifically provided otherwise in the ordering document between the contractor and the Agency, all true-up and technical support renewals shall occur between Oracle and the Agency, even if the original ordering document was not directly with Oracle.

Note: If on any anniversary date, the Agency elects not to certify, update the Enterprise License, or provide payment (if appropriate), upon Oracle’s prior written notice to the Agency, the Enterprise License shall revert to Oracle’s standard license metrics; any such reversion shall be in accordance with Oracle’s standard migration policies and license metrics in effect at the time. In no event shall the Agency be entitled to any refund or other consideration, nor shall the Agency be relieved of any obligation to pay for technical support that the Agency may have ordered, should the Agency cause such reversion under this provision. If the Agency is not current on technical support for the Enterprise License at the time this clause is invoked, the Agency shall be required to pay appropriate fees for lapsed support pursuant to Oracle’s standard policy in order to purchase technical support for the licenses resulting from this provision. This provision shall not require Oracle to deliver any programs nor entitle Agency to any program updates.



- D. Support Cap: Enterprise Licenses acquired under this BPA will have a 0% support cap for the initial two annual support renewals and a 2% support cap for the third annual support renewal.
- E. Assignment of Enterprise Licenses: In the event an Agency that has purchased an Enterprise License under this BPA ("Licensed Agency") is re-organized or restructured such that its responsibilities and operations are transferred to another Agency, such Licensed Agency shall have the right to assign affected program licenses to a successor. Such assignment shall only be effective if: (1) the Licensed Agency provides advance written notice to Oracle; (2) the Licensed Agency has continuously maintained Software Update License & Support; and, (3) the Licensed Agency and the successor Agency agree to be bound in writing to appropriate modifications and/or ordering documents as mutually agreed by the parties to effectuate the assignment.
- F. Surge Usage for National Defense. Where appropriate, subject to mutual agreement, DoD and Agencies directly supporting national security efforts may be provided surge usage in the event of a war or national mobilization. The following language may be included in the ordering document, subject to contractor's agreement:

"In the event of a declaration of war or national mobilization, for a period of time no greater than twelve months, there shall be no limit on the number of licenses for the Programs for temporary use by the 'ordering Activity' to support its operations. This temporary use is only for Programs licensed on this Ordering Document."
- G. Migration: Agencies shall migrate programs previously licensed into the Enterprise License pursuant to Oracle's then current migration policies, to the extent the Agency is up to date on technical support. At the time of migration of such program licenses, it will be necessary for the contracting officer to agree to terminate the migrated licenses and to provide the contractor written assurance in the ordering document indicating that the Agency is authorized to enter into the migration option with respect to the terminated licenses. Except for credit provided under Oracle's then current migration policy, Customer shall not be entitled to any refund or other consideration should Customer elect to migrate to the Enterprise License.
- H. Open Market. TKCIS does not maintain an Enterprise License metric on its GSA Contract; however, software programs in the bundles in Exhibit A-3, which are being made available under this BPA, are on the TKCIS GSA Contract. Any programs not on the underlying TKCIS GSA Contract must be identified as open market items at the time of order placement.

## **7. Pricing.**

The base price offered by TKCIS under this contract for any software product under a lease or special solution shall not exceed the price of that software product based on the same program/metric/license combination available on this BPA. The terms of the lease shall be at least as good as the rates provided in the applicable GSA Contract.

TKCIS agrees that in no case shall the prices charged under this BPA be more than the prices reflected in the TKCIS GSA Contract for identical products (as defined by the program/metric/license combination) and first year technical support services. No less than quarterly, TKCIS shall propose to adjust its BPA CLIN prices to reflect price adjustments made during the previous quarterly period under its GSA Contract for the identical products and first year technical support services. These price adjustments will include any economic price increases in the GSA Contract prices.

## **8. Discount Structure.**

All prices in Exhibits A-1 through A-3 are net prices; there are no additional discounts.

#### **9. Voluntary Price Reductions and Special Solutions.**

TKCIS can voluntarily reduce prices at any time by giving 24-hour advance notice (via FAX or E-mail) to the BPA Contracting Officer and the U.S. Army CHESS Software Product Manager. In addition, TKCIS may negotiate special discounts for specific orders for their respective CLINs. These special discounts shall be negotiated under CLIN 1003, Special Solutions.

#### **10. Audits.**

Unless expressly provided otherwise in an individual order, Licensee shall perform an internal audit annually and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. The Licensee will furnish TKCIS with a signed certification that the programs are being used pursuant to the provisions of the order including but not limited to the license quantities, or Licensee shall permit TKCIS to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All TKCIS personnel or its authorized representatives must have appropriate security clearances to gain access to Licensee site or data, if required.

#### **11. Maintenance.**

- A. Annual Technical Support for Programs is provided under Oracle's Technical Support policies, which are in effect on the date Technical Support services are ordered. The current version of the technical support policies may be accessed at <http://oracle.com/contracts>. Oracle's Technical Support policies are subject to change at Oracle's discretion; however, Oracle will maintain a materially equivalent level of services provided for supported programs during the period for which fees for technical support have been paid.
- B. Oracle will provide twelve months notice prior to desupporting any product acquired under this BPA; notice will be provided in the same manner as it is to other customers via Metalink provided customer has continually maintained technical support.
- C. If Oracle reduces or replaces the functionality contained in the licensed products ("Licensed Product"), and provides this functionality as a separate or renamed product ("Product") at no additional cost to customers currently under Oracle technical support for the Licensed Product, then an ordering Activity shall be entitled to the license of such Product which is generally available in production release at no additional license or maintenance fee, provided that such Ordering Activity is under then current Oracle technical support for that Licensed Product, and subject to the terms and agreements of the applicable license agreement.

#### **12. Reporting and Payment of Fees.**

As a result of this BPA, TKCIS shall be solely responsible for the following:

- 1. Reporting:
  - a. Submittal of Deliverable reports to Army CHESS on a quarterly basis (See Exhibit C)
  - b. Accuracy of Report Data
  - c. Submittal of applicable GSA reports
- 2. Payment of the GSA Industrial Funding Fee (IFF) and Acquisition, Contracting & Technical (ACT) Fee for Service for all orders awarded to TKCIS.

#### **B. AUTHORIZED USERS AND POINTS OF CONTACT**

##### **1. Authorized BPA Users.**

This Enterprise Software Agreement/SmartBUY Contract is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the Department of Defense (DOD), and authorized contractors, except as restricted herein.

Pursuant to FAR Part 51, contractors performing work for the Agencies set forth above may use this BPA on behalf of and for the benefit of an Agency(ies) if they provide TKCIS with a bona fide Letter of Authorization from their cognizant Contracting Officer. The letter must be on appropriate Government letterhead; it must authorize the contractor to use this BPA; it must cite the specific contract under which work is being performed by the Federal Government; it must cite the inclusive dates during which the authorization is valid; and, it must be signed by the Contractor's cognizant Contracting Officer. Contracting Officers for Contractors working in a classified environment shall coordinate the letter of authorization requirements with CHES.

## **2. BPA POINTS OF CONTACT:**

### **a. Procuring Contracting Officer (PCO):**

Name: Donna Harris  
U.S. Army Contracting Agency – ITEC4  
Phone: 703-325-4625  
Fax: 703-428-9842  
Email: [donna.s.harris@us.army.mil](mailto:donna.s.harris@us.army.mil)

### **b. Software Product Manager (SPM):**

Name: Diane Grim  
CHES  
Phone: 732-427-6723  
Fax: 732-532-5185  
Email: [diane.grim@us.army.mil](mailto:diane.grim@us.army.mil)

### **c. Customer Point of Contact:** (to be specified on each order)

### **d. TKCIS-Contractual:**

Name: Cheryl Burns  
Phone : (571) 723-4252  
Fax : (703) 995-4356  
Email: [cheryl.burns@tkcis.com](mailto:cheryl.burns@tkcis.com)

### **TKCIS – Program Management/Reporting:**

Name: Joel Lipkin  
Phone: (703) 472-5774  
Fax: (703) 991-7567  
Email: [joel.lipkin@tkcis.com](mailto:joel.lipkin@tkcis.com)

## **C. ORDERING**

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil>. The Government will also post this contract to the CHES web site at <https://ascp.monmouth.army.mil>

### **1. DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the DoD buyer are summarized from the DFARS:**

a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.

b. If the required software rights or maintenance are not available from inventory or from an ESA, then the contracting officer or requiring official may use an alternate method of acquisition, subject to laws and policy.

c. If the required software or maintenance are not available from inventory but are available from an ESA, then the contracting officer or requiring official must follow the procedure in the DFARS Section 208.74.

**2. Delivery Orders.** Delivery requirements and administration will be stipulated on Delivery Orders.

- a. Notice to DoD Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services, FAR 8.4 and DFARS 208.405-70.
- b. Ordering via this BPA is decentralized. Orders are prepared in accordance with the terms and conditions of this BPA and the GSA Contract. Orders may be placed by credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.
- c. Orders will be placed against this BPA in accordance with the GSA Contract and the APM-ASCP ordering instructions located at <https://ascp.monmouth.army.mil>. To identify orders purchased via this Agreement, the BPA number shall appear on each order. The order shall also include identification of the ordering activity, point of contact phone number and electronic mail address and items purchased by specific BPA CLIN number.

**3. Delivery.** Deliveries shall be made to the locations specified in each order in accordance with the terms of the TKCIS GSA Contract.

Shipments to APO addresses are prohibited unless specifically requested on the delivery order. Only CHESS can expedite orders.

Acceptance shall be in accordance with the TKCIS GSA Contract.

**D. INVOICING AND PAYMENT**

- 1. Invoicing.** The requirements of a proper invoice are as specified in the GSA Schedule. Invoices shall be submitted to the payment address specified on each delivery order issued against this BPA. Commercial interim payment is authorized.
- 2. Payment.** Payment shall be made for items accepted by the Government specified in each delivery order. Payment procedures are in accordance with the GSA Schedule. The payment office shall be identified on each delivery order issued against the BPA. The Government will make payment in accordance with Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular, A-125, Prompt Payment. FAR 52.232-25, Prompt Payment (October 2003) applies. At the option of the Government payments under this BPA may be made by check, electronic funds transfer, or the automated clearinghouse.
- 3. Fast Payment Procedure.** FAR 52.213-1, Fast Payment Procedure (Feb 1998), is hereby incorporated into this agreement.

**E. BPA MANAGEMENT AND OVERSIGHT.**

1. TKCIS shall provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site in the continental United States). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of contract deliverable reports.
2. **Report of Sales.** Report of sales shall be by submission of the Order Transaction (OT) and Fee for Service (FFS) reports submitted to CHESS as a Microsoft Excel Spreadsheet within thirty (30)

days following the completion of the reporting period. The reports shall be submitted in the standard format shown in Exhibit B. Negative reports are required. The Fee For Service (FFS) payment shall be submitted by the 30<sup>th</sup> calendar day after the end of each calendar quarter. The CHES will provide copies of the FFS Report on a quarterly basis to the Federal Components participating in fee sharing. If the BPA contains services, current FFS paid by Delivery Order and total FFS paid will be included in the report.

3. **Universal Standard Products and Services Code.** The Universal Standard Products and Services Code (UNSPSC) is a required field of the Order Transaction (OT) report. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by ECCMA, the Electronic Commerce Code Management Association. The current version consists of more than 16,000 terms and is available free as a download at <http://www.unspsc.org>.
4. **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.
5. **Program Management Reviews (PMR).** TKCIS PM shall participate in regular reviews of the progress of the BPA. Reviews shall be held no more than twice yearly as scheduled by the Software Product Manager. During these reviews TKCIS shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA, as well as changes to TKCIS business practices that TKCIS believes may impact BPA transactions in the future. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.
6. **Marketing.** TKCIS shall ensure that all of its assigned sales personnel are knowledgeable of the details of this BPA and will dedicate reasonable resources to the effort of marketing and advertising this agreement as part of the normal sales cycle of participating in customer trade shows and sponsored events.
7. **Virtual IT Marketplace.** ESI and GSA have partnered to create the Virtual IT Marketplace (VITM). The VITM interfaces with GSA Advantage and provides ESI agreement product information to the DoD customer. The Contractor shall follow GSA procedures for electronic loading of ESI contract information to the VITM and will be responsible to ensure that the VITM data is maintained in a current status. The VITM may be accessed at [www.VITM.gov](http://www.VITM.gov).
8. **DoD Email-IT Corridor.** As the scope of the DoD Email-IT Corridor becomes finalized, TKCIS will work with the Government to participate in this Government electronic ordering program as is mutually agreeable.
9. **Multicore Processor Hardware.** The following shall apply with respect to new acquisition of programs available for licenses on a processor basis hereunder: ESI acknowledges that Oracle's then-current commercial policies with respect to processor licenses for multicore processor hardware shall apply unless different terms and conditions are negotiated within a specific ordering document.

## F. STANDARDS

1. **Section 508 of the Rehabilitation Act Compliance.** Section 508 compliance information on the products provided by Oracle is available at <http://www.oracle.com/accessibility/>. Any requirements regarding Section 508 for services must be expressly agreed to by the Contractor and the ordering activity in the order.

## G. FEE FOR SERVICE.

The Fee for Service (FFS) is 2% and represents the cost of awarding and administering this BPA. The FFS is in addition to the net product fees. Remittance of the FFS shall be made on a calendar quarter basis (i.e., January-March; April-June; July-September; and October-December) and is due thirty (30) days following the completion of the reporting period. Negative reports are required.

The Navy, Army, Air Force, DISA, DLA and GSA (for Civilian Agency Customers) are participating in a fee-sharing program. The contractor shall collect the 2% FFS under CLIN 1004 of the BPA. The following are examples of the methodology to be used in the calculation of the FFS:

License and 1 <sup>st</sup> Year Technical Support (from Exhibit A)	\$584,500.00
CLIN 1004 FFS (2%)	\$11,690.00
TOTAL on PO	<hr/> \$596,190.00
License and 1 <sup>st</sup> Year Technical Support (from Exhibit A)	\$1,500,000.00
CLIN 1004 FFS (2%)	\$30,000.00
TOTAL on PO	<hr/> \$1,530,000.00
Technical Support Renewals	\$50,000.00
CLIN 1004 FFS (2%)	\$1,000.00
TOTAL on PO	<hr/> \$51,000.00

The FFS shall be distributed in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service appearing in Column Z of the monthly Order Transactions Report. This field shall be notated DON, DOA, DISA, DOAF, DLA, or GSA as appropriate.

#### **Fee for Service Report**

TKCIS is required to submit a Fee for Service Report to CHESS by the 30<sup>th</sup> calendar day after the end of each calendar quarter. If no payments were received during the reporting period a negative report is required. Reports are non-cumulative, and should represent only the activity for the reporting period. CHESS will report sales to fee-sharing participants upon receipt of contractor Fee for Service Report.

#### **CIVILIAN AGENCY SALES**

**EXHIBIT C. FEES AND PAYMENTS- TRANSMITTAL LETTERS**

**1. GSA Industrial Funding Fee (IFF).** The BPA unit prices include the applicable GSA IFF. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

**2. Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM). Payment is due thirty (30) days following approval of the Report of Sales for the completed quarter. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

**3. Fee Distribution.** The Army, Air Force, DLA, DISA and Navy are participating in a fee-sharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

*(For a SmartBUY agreement, use the following: The Air Force, Army, DLA, DISA, Navy and GSA (for SmartBUY Federal government Civilian Agency orders) are participating in an ACT fee-sharing program. For orders within DoD, the 2% ACT fee is split equally between the DoD Component whose customer places the order and the Component that manages the contract. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. ACT fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DLA, DISA, Navy, DoD or Non-DoD as appropriate. In the case of SmartBUY orders (Federal Government Civilian Agencies) non-DoD orders and non DoD support contractor orders, excluding the Intelligence Community and non Coast Guard orders or support vendors to same, the 2% ACT fee is split equally between the Agency that manages the contract and GSA SmartBUY Program Management Office.)*

*(Enter Service fee sharing arrangement here. If the vendor is collecting fees under a separate CLIN it should be addressed here. See Navy [examples](#) below at 3.1 through 3.4)*

**3.1 ALL SALES:**

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. For example, an Air Force order issued against an ESI agreement managed by the Navy results in one half (or 1%) of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Navy will retain the entire 2% fee under orders issued for Navy

activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Navy shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DLA sales, 1% for DISA sales and 2% for all other sales.

### **NAVY SALES (updated August 2010)**

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA (*fill in applicable #*)

DoD (*fill in name of agreement*) Enterprise Software Agreement

ACT Fee

SPAWARSYSCEN PACIFIC

Attn: Suzi Ellison

Code 55390, Bldg. 91

53560 Hull Street

San Diego, CA 92152-5001

For Federal Express, United Parcel Service, DHL or Other Courier Services, send check to:

SPAWARSYSCEN PACIFIC

Shipping and Receiving

Receiving Officer (OT 7)

Attn: Suzi Ellison

Code 55390, Bldg. 91

4297 Pacific Hwy.

San Diego, CA 92110

Email a copy of the ACT Fee remittance check to: [henry.ingorvate@navy.mil](mailto:henry.ingorvate@navy.mil)

### **3.2 ARMY SALES:**

The amount of ACT Fee due the Army shall be calculated at 1% of all Army sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA (*fill in applicable #*)

SCP Fee Reimbursement

\*\*\*Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)



PEO Enterprise Information Systems  
SFAE-PS-CH (Attn: Miguel Campos)  
9350 Hall Road, Bldg 1445  
Fort Belvoir, VA 2206

The transmittal letter should include the following:

From: Company Name  
Street Address  
City, State, Zip Code  
POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)  
(BPA/Contract Number)  
(Quarter/FY)

1. Collection of the check will include the following:
  - a. Please make check payable to United States Treasury
  - b. Mail original check to address above
2. Direct questions to Miguel Campos 703-806-8222
3. Provide copies of this letter and check electronically to:  
[peoeis.pdchess.vndrrpts@us.army.mil](mailto:peoeis.pdchess.vndrrpts@us.army.mil)  
[miguel.campos2@us.army.mil](mailto:miguel.campos2@us.army.mil)

### 3.3 AIR FORCE SALES:

(COMPANY NAME BLOCK)

(DATE BLOCK)

<p><b>MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE</b> <b>Disbursing Operations Directorate</b> <b>FOR: 3801-Limestone Field Site</b> <b>8899 E 56<sup>th</sup> Street</b> <b>Indianapolis, IN 46249-9339</b></p>
--

FROM: (Company Name)  
(Street Address)  
(City, State and Zip Code)

SUBJECT: Collection of Checks for **ESI SW** – FY11  
(Contract #\_\_\_\_\_)

1. This transmittal letter is to be used in lieu of a cash collection voucher (DD Form 1131).
2. Line of accounting to collect this check into is as follows:  
5713400 301 47MZ 4G4ZKW 040000 43940 72806F 667100 F67100 SC: 97 CSN: 007999  
FSR: 015322 PSR: 590727 DSR: 129583  
MORD: F2XTKB0273M004

**NOTE: Please do not alter any of the information above.**

3. Direct questions to (Company POC, Phone Number).

[Signature Block]

1 Atch: Check # -----

**THE FOLLOWING REQUIREMENTS ARE VERY IMPORTANT PLEASE FOLLOW:**

1. Make checks payable to: **3801-LI**
2. Send both: **ORIGINAL CHECK and ORIGINAL TRANSMITTAL LETTER to the ADDRESS IN THE BLOCK at the TOP OF THIS LETTER.**
3. Email both the following:
  - A. **A COPY of both: check and transmittal letter to:** [kabfinance@gunter.af.Mil](mailto:kabfinance@gunter.af.Mil)
  - B. **Attach electronically (in Excel format) the SALES REPORT (per BPA requirements).**
  - C. **Subject Line Format of e-mail MUST be as follows:**  
Contract Number with hyphens, Sales Reports Month Year, Contract Name, and Contractor Name  
**[Example: FA0000-00-A-0000, Sales Reports June 2010, ESI SW, Vendor, Inc.]**
  - D. **PLEASE FOLLOW YOUR CONTRACT CHANGES REGARDING SURCHARGE FEES**

**3.4 DLA SALES**

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA *(fill in applicable #)*

DoD *(fill in name of agreement)* Enterprise Software Agreement

Quarterly ACT Fee

Send check to:

Defense Logistics Agency  
DES Acquisition Staff Directorate  
Attn: Connie House, DES-A  
8725 John J. Kingman Road, Room 1145  
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:

Defense Logistics Agency  
Attn: Susan Lizzi, J-654  
8725 John J. Kingman Road

Or email a copy of the check to:

Email: [Susan.Lizzi@dla.mil](mailto:Susan.Lizzi@dla.mil)

Fort Belvoir, VA 22060-6221

### 3.5 DISA SALES

#### **LETTER OF TRANSMITTAL FOR DISA FEE PAYMENTS**

MEMORANDUM FOR DFAS-CO  
Finance and Accounting Office  
Attn: Disbursement Office (Tom Triplett)  
3990 East Broad St., Bldg. 21  
Columbus, Ohio 43213

From: Company Name  
Street Address  
City, State, Zip Code  
POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)  
(BPA/Contract Number)  
(Quarter/FY)

1. Collection of the check will include the following:
  - c. Please make check payable to **Treasurer of the United States**
  - d. Mail original check to address above
  - e. Checks must be accompanied by this transmittal letter.
2. To ensure proper crediting of the payment, DISA shall use the following accounting data.
  - **LOA:** 9710100.4300 P10303148K ZZDI0 SI 2531 DSIMO16608 S12137
3. Direct questions to Jonnice Medley, 703-681-2091
3. Provide copies of this letter and check to: [jonnice.medley@disa.mil](mailto:jonnice.medley@disa.mil).

*For SmartBUY agreements add the below:*

### 3.6 GSA SALES

The amount of ACT Fee due GSA shall be calculated at 1% of all Civilian agency sales. Remit ACT Fee by electronic payment using pay.gov([www.pay.gov](http://www.pay.gov)). Payments can be made via Automated Clearing House (ACH) and credit cards. For technical assistance with pay.gov, please contact pay.gov on (800) 624-1373, (216) 579-2112, or [pay.gov.clev.frb.gov](http://pay.gov.clev.frb.gov). To access pay.gov - 1. Go to the pay.gov website located at [www.pay.gov](http://www.pay.gov). 2. Under the heading "Find Public Forms" - select by Agency Name. 3. Select "G" 4. Select General Services Administration. 5. Select Smart. BUY. 6. Complete the forms and submit your payment to pay.gov. Send an email notification of payment to [pebble.randoph@gsa.gov](mailto:pebble.randoph@gsa.gov).

#### **H. SECURITY REQUIREMENTS**

1. Although it is unknown exactly how many persons will be required to have any and all levels of security clearance, the Government may require security clearances, perhaps higher than top secret (top secret specialized compartmentalized information), for performance of any order under this contract. A general DD254 is provided in this BPA as Exhibit F. Specific DD254s will be incorporated for individual orders, as required.

2. The Contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in individual TOs. The personnel shall be cleared personnel in accordance with the clause entitled Security Requirements. If satisfactory security arrangements cannot be made with the contractor, the required services shall be obtained from other sources.

3. The level of classified access required shall be indicated in the individual TOs.

4. The contractor shall bear the cost of any security clearances required for order performance.

Oracle Program Name	Price	Oracle License Basis	Net License	Annual Support
				Software Update
Oracle Program Name	Notes	<b>List of Exhibits –</b> ce Tables gy Program Licenses ss Suite Program Licenses martBUY Enterprise License CIS CLINs rt Formats tters for Transmittal of FFS	Fee Per User	License & Support
Oracle Database Enterprise Edition		Licensed Users *	\$200.00	\$44.00

### Enterprise License Add-On Purchases

(Prices are available for Licenses Purchased at Time of Enterprise License.)

Oracle Program Name	Price	Oracle License Basis	Net License Fee Per User/	Annual Support
				Software Update License & Support

			Processor	
<b>Oracle Database Enterprise Edition Options</b>				
Advanced Security	1	Licensed Users *	\$50.00	\$11.00
Partitioning	1	Licensed Users *	\$50.00	\$11.00
Spatial	1	Licensed Users *	\$50.00	\$11.00
Real Application Clusters	1	Licensed Users *	\$100.00	\$22.00
Label Security	1	Licensed Users *	\$50.00	\$11.00
<b>Enterprise Managers</b>				
Diagnostics Pack	1	Licensed Users *	\$15.00	\$3.30
Tuning Pack	1	Licensed Users *	\$15.00	\$3.30
Change Management Pack	1	Licensed Users *	\$15.00	\$3.30
Configuration Management Pack	1	Licensed Users *	\$15.00	\$3.30
<b>Internet Application Server</b>				
Internet Application Server Enterprise Edition		Licensed Users *	150.00	33.00
<b>Oracle Database</b>				
Enterprise Edition		Processor	\$10,000.00	\$2,200.00
<b>Enterprise Edition Options:</b>				
Partitioning	1	Processor	\$2,500.00	\$550.00
Spatial	1	Processor	\$2,500.00	\$550.00
Advanced Security	1	Processor	\$2,500.00	\$550.00
Real Application Clusters	1	Processor	\$5,000.00	\$1,100.00
Label Security	1	Processor	\$2,500.00	\$550.00
<b>Enterprise Managers</b>				
Diagnostics Pack	1	Processor	\$750.00	\$165.00
Tuning Pack	1	Processor	\$750.00	\$165.00
Change Management Pack	1	Processor	\$750.00	\$165.00
Configuration Management Pack	1	Processor	\$750.00	\$165.00
<b>Internet Application Server</b>				
Internet Application Server Enterprise Edition		Processor	\$7,500.00	\$1,650.00

**NOTES:**

- All users of this BPA are required to paid the FFS fee in addition to Net License Fee
- All fees shown for Enterprise License are NET fees; there are no additional discounts.
- Enterprise License must cover ALL Agency Population.
- Enterprise License is for purposes of direct internal business of buying Agency only.
- Additional Terms (such as Verification, True-up, Transferability, Support Cap) to be defined in Ordering Document.
- Options must match the number of licenses of the associated database.
- Licensed User is not a standard metric on GSA Schedule Contract GS-35F-0509S and is offered as part of the BPA Special Solutions as defined in section 9. Voluntary Price Reductions and Special Solutions. All programs offered as Special Solutions are on the TKCIS GSA Contract GS-35F-0509S.

**Exhibit A-3****ORACLE SmartBUY Enterprise Licenses****Option #2 - Oracle DB-EE and iAS-EE (CLIN ORA-EL2)**

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per User	Annual Support
				Software Update License & Support
Oracle Database Enterprise Edition Internet Application Server Enterprise Edition		Licensed Users *	\$280.00	\$61.60

**Enterprise License Add-On Purchases**

(Prices are available for Licenses Purchased at Time of Enterprise License.)

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per User/ Processor	Annual Support
				Software Update License & Support
<b>Oracle Database Enterprise Edition Options</b>				
Advanced Security	1	Licensed Users *	\$40.00	\$8.80
Partitioning	1	Licensed Users *	\$40.00	\$8.80
Spatial	1	Licensed Users *	\$40.00	\$8.80
Real Application Clusters	1	Licensed Users *	\$80.00	\$17.60
Label Security	1	Licensed Users *	\$40.00	\$8.80
<b>Enterprise Managers</b>				
Diagnostics Pack	1	Licensed Users *	\$12.00	\$2.64
Tuning Pack	1	Licensed Users *	\$12.00	\$2.64
Change Management Pack	1	Licensed Users *	\$12.00	\$2.64
Configuration Management Pack	1	Licensed Users *	\$12.00	\$2.64
<b>Oracle Database</b>				
Enterprise Edition		Processor	\$8,000.00	\$1,760.00
<b>Enterprise Edition Options:</b>				
Partitioning	1	Processor	\$2,000.00	\$440.00
Spatial	1	Processor	\$2,000.00	\$440.00
Advanced Security	1	Processor	\$2,000.00	\$440.00
Real Application Clusters	1	Processor	\$4,000.00	\$880.00
Label Security	1	Processor	\$2,000.00	\$440.00
<b>Enterprise Managers</b>				
Diagnostics Pack	1	Processor	\$600.00	\$132.00
Tuning Pack	1	Processor	\$600.00	\$132.00
Change Management Pack	1	Processor	\$600.00	\$132.00

**Exhibit A-3****ORACLE SmartBUY Enterprise Licenses****Option #2 - Oracle DB-EE and iAS-EE (CLIN ORA-EL2)**

Configuration Management Pack	1	Processor	\$600.00	\$132.00
<b>Internet Application Server</b>				
Internet Application Server				
Enterprise Edition		Processor	\$6,000.00	\$1,320.00

**NOTES:**

- All users of this BPA are required to paid the FFS fee in addition to Net License Fee
- All fees shown for Enterprise License are NET fees; there are no additional discounts.
- Enterprise License must cover ALL Agency Population.
- Enterprise License is for purposes of direct internal business of buying Agency only.
- Additional Terms (such as Verification, True-up, Transferability, Support Cap) to be defined in Ordering Document.
- Options must match the number of licenses of the associated database.
- Licensed User is not a standard metric on GSA Schedule Contract GS-35F-0509S is offered as part of the BPA Special Solutions as defined in section 9. Voluntary Price Reductions and Special Solutions. All programs offered as Special Solutions are on the TKCIS GSA Contract GS-35F-0509S.



**Exhibit A-3****ORACLE SmartBUY Enterprise Licenses****Option #3 - Oracle DB-EE Stack with iAS-EE (CLIN ORA-EL3)**

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per User	Annual Support
				Software Update License & Support
Oracle Database Enterprise Edition <b>Oracle Database Enterprise Edition Options</b> Advanced Security Partitioning Spatial Real Application Clusters Label Security <b>Enterprise Managers</b> Diagnostics Pack Tuning Pack Change Management Pack Configuration Management Pack <b>Internet Application Server</b> Internet Application Server Enterprise Edition		Licensed Users *	\$454.40	\$99.97

**Enterprise License Add-On Purchases**

(Prices are available for Licenses Purchased at Time of Enterprise License.)

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per Processor	Annual Support
				Software Update License & Support
<b>Oracle Database</b>				
Enterprise Edition		Processor	\$6,400.00	\$1,408.00
<b>Enterprise Edition Options:</b>				
Partitioning	1	Processor	\$1,600.00	\$352.00
Spatial	1	Processor	\$1,600.00	\$352.00
Advanced Security	1	Processor	\$1,600.00	\$352.00
Real Application Clusters	1	Processor	\$3,200.00	\$704.00
Label Security	1	Processor	\$1,600.00	\$352.00
<b>Enterprise Managers</b>				
Diagnostics Pack	1	Processor	\$480.00	\$105.60
Tuning Pack	1	Processor	\$480.00	\$105.60
Change Management Pack	1	Processor	\$480.00	\$105.60

**Exhibit A-3****ORACLE SmartBUY Enterprise Licenses****Option #3 - Oracle DB-EE Stack with iAS-EE (CLIN ORA-EL3)**

Configuration Management Pack	1	Processor	\$480.00	\$105.60
<b>Internet Application Server</b>				
Internet Application Server Enterprise Edition		Processor	\$4,800.00	\$1,056.00

**NOTES:**

- All users of this BPA are required to pay the FFS fee in addition to Net License Fee
- All fees shown for Enterprise License are NET fees; there are no additional discounts.
- Enterprise License must cover ALL Agency Population.
- Enterprise License is for purposes of direct internal business of buying Agency only.
- Additional Terms (such as Verification, True-up, Transferability, Support Cap) to be defined in Ordering Document.
- Options must match the number of licenses of the associated database.
- Licensed User is not a standard metric on GSA Schedule Contract GS-35F-0509S and is offered as part of the BPA Special Solutions as defined in section 9. Voluntary Price Reductions and Special Solutions. All programs offered as Special Solutions are on the TKCIS GSA Contract GS-35F-0509S.

**Exhibit A-4**

<b>Other BPA CLINS</b>	<b>CLIN</b>	<b>Cost</b>
Additional Items - GSA Contract - In accordance with Section A.1 of BPA	<b>1001</b>	TBD
Open Market Items – In accordance with Section A.1 of BPA	<b>1002</b>	TBD
Special Solutions* - In accordance with Section A.1 of BPA	<b>1003</b>	TBD
Special Solutions* – Support Renewals	<b>1003SR</b>	TBD
Special Solutions* – Lease	<b>1003LS</b>	TBD
Fee for Service - 2% FFS in accordance with Section F of BPA	<b>1004</b>	TBD

\*Special Solutions are comprised of products on the TKCIS GSA Schedule offered at special pricing.

Exhibit A-4 Additional Pricing

**TKC Integration Services, LLC  
ESI BPA**

**Exhibit A-4  
PRIMAVERA PROGRAM LICENSES**

Manufacturer	TKCIS Part No.	Product Description	Commercial List Price	Proposed SmartBUY Price w/ IFF
Oracle	110.Prim.Comp.SLic.0001	Products - Primavera P6 Enterprise Project Portfolio Management per Application User LIC Supp w/ Min 10	\$ 605.00	\$ 286.63
Oracle	110.Prim.Comp.SLic.0002	Products - Primavera P6 Professional Project Management per Application User LIC Supp	\$ 550.00	\$ 260.58
Oracle	110.Prim.Comp.SLic.0003	Products - Primavera Contract Management per Application User LIC Supp	\$ 440.00	\$ 208.45
Oracle	110.Prim.Comp.SLic.0004	Products - Primavera Earned Value Management per Application User LIC Supp	\$ 2,200.00	\$ 1,042.28
Oracle	110.Prim.Comp.SLic.0005	Products - Primavera Risk Analysis per Application User LIC Supp	\$ 2,090.00	\$ 990.17
Oracle	110.Prim.Comp.SLic.0006	Products - Primavera Portfolio Management per Application User LIC Supp w/ Min 50	\$ 638.00	\$ 302.26
Oracle	110.Prim.Comp.SLic.0007	Products - Primavera Capital Planning and Investment Control Budgeting per Application User LIC Supp w/ Min 50	\$ 440.00	\$ 208.45
Oracle	110.Prim.Comp.SLic.0008	Products - Primavera P6 Reporting Database per Processor LIC Supp	\$ 5,500.00	\$ 2,605.71
Oracle	110.Prim.Comp.SLic.0009	Products - Primavera SureTrak per Application User LIC Supp	\$ 218.90	\$ 103.71
Oracle	110.Prim.Comp.SLic.0010	Products - Primavera Contractor per Application User LIC Supp	\$ 284.90	\$ 134.98
Oracle	110.Prim.Comp.SLic.0011	Integration Products - Primavera Inspire for SAP per Application User LIC Supp	\$ 19,800.00	\$ 9,380.56
Oracle	110.Prim.Comp.SLic.0012	Integration Products - Primavera Web Services per Application User LIC Supp w/ Min 10	\$ 110.00	\$ 52.11
Oracle	110.Prim.Comp.SLic.0013	Grandfathered Products - Primavera P3 Project Planner per Application User LIC Supp	\$ 550.00	\$ 260.58
Oracle	110.Prim.Comp.SLic.0014	Grandfathered Products - Primavera Evolve (Controlled Availability) per Application User LIC Supp	\$ 660.00	\$ 312.69
Oracle	110.Prim.Comp.SLic.0015	Grandfathered Products - Primavera P6 Enterprise Project Portfolio Management (Pre 6.2) per Application User LIC Supp w/ Min 10	\$ 605.00	\$ 286.63
Oracle	110.Prim.Comp.SLic.0016	Grandfathered Products - Primavera P6 Professional Project Management (Pre 6.2) per Application User LIC Supp	\$ 550.00	\$ 260.58

CHESS

**Contract Management  
Deliverables  
For  
ESI Contracts**

**1.1 CHESS Manages Data by Contract:**

- a. Reports must be submitted and managed by contract. Vendors with more than one contract with CHESS must maintain contract data integrity by submitting and managing separate reports for each contract. CHESS will not accept mixed contract data submitted in the same report.

**1.2 Online FAQ / Tutorial:**

- a. Click on the following link for an online FAQ / Tutorial:
- b. [https://ascp.monmouth.army.mil/files/ascp\\_cd.pps](https://ascp.monmouth.army.mil/files/ascp_cd.pps) (Requires Power Point)

**1.3 Report Format:**

- a. Excel (.xls). The file shall have text only. No formatting, "hard line returns", embedded special characters, or word wrapping within a column.
- b. All reports must have complete column headings in the first line.

**1.4 Report Delivery:**

- a. All reports shall be emailed as attachments to CHESS-VndrRpts@conus.army.mil
- b. Please compress/zip large files. The file extension .zip cannot be used. Rename .zip files to .xxx.

**1.5 Reports are due:**

- a. In accordance with this document as indicated for each report.

**1.6 Rejection of reports:**

- a. Vendor reports will be loaded via an automated process; therefore CHESS reserves the right to reject reports submitted by the vendor if required information is missing or if the file is unusable due to formatting issues. Report submissions must meet the formatting guidelines in this document. Each report will be checked by CHESS for content as well as formatting. If CHESS rejects a report, the report will be returned to the vendor with explanations identifying the problem(s).
- b. The vendor must make the necessary corrections and resubmit the report in its entirety within three (3) business days from the day the report was returned.
- c. The online FAQ / Tutorial provides examples of common rejection reasons.

**1.7 Revised Reports:**

- a. Revised reports must be submitted as a complete file (i.e. make changes/corrections to the original file and resubmit the entire file, not just what was changed).
- b. The file name format when submitting revised files must follow the file name format stipulated for each report (Order Transaction, Product Attributes, Fee for Service) with the addition of (Rev) immediately preceding the file extension .xls. For example, the first revision of an OT report would be named Contractnumber\_OT\_yyyy\_mm\_dd\_cum-1(Rev1).xls. Subsequent revisions to the same file should indicate the revision number (e.g. Rev2, Rev3, etc).

**1.8 File Names:**

- a. File names must not exceed 50 characters. The date in the file name should be the submission date and should not indicate the end or start dates of data within the report.

**2. Order Transaction (OT) report**

- a. The OT report provides sales data that populates the CHESS database. This data is used to calculate sales against the contract and provides visibility into the quantity and types of products sold on the contract.

- b. OT reports shall be submitted quarterly. OT reports are due within 30 calendar days of each quarterly reporting period.
- c. The OT report is cumulative in nature. **Each report shall include all transactions** (i.e., Credit Card and Paper Orders) from contract inception up to the end of the month preceding the submission date of the file.
- d. A **negative report** for OT is required to inform CHES that there have been no sales to date on this contract. A file is still required with the following column entries mandatory:
  - Column labeled "Contract Number"
  - Column labeled "Vendor Reported Total of this file" (entry is 0.00)
  - Column labeled "Contract Sales to Date" (entry is 0.00)
  - Column labeled "File Name"
- e. The file name format for the OT report is: ContractNumber\_OT\_yyyy\_mm\_dd\_cum-1.xls. A mutually agreeable cut-off date for the cum-1 report will be determined. New cumulative files shall only contain data not already reported in prior cumulative files (e.g. cum-1). Subsequent files shall be named ContractNumber\_OT\_yyyy\_mm\_dd\_cum-2.xls, cum-3, cum-4, and so on.
- f. The dollar amount reflected in column labeled "Dollar amount of Transaction" must match the total transaction value.
- g. Column labeled "Date of Transaction" must reflect the effective date of the order. For example: block 3 of the SF 1449. For credit card orders, the date shall reflect the date the order is entered into the contractor's system.
- h. Entries for column labeled "Country" must come from the CHES "Country List" found at <https://ascp.monmouth.army.mil/scp/content/countrylist.jsp>.
- i. Entries for columns labeled "Service or Agency" and "Army Activity" must come from the CHES "Service/Agency" and "Army Activities" lists found at <https://ascp.monmouth.army.mil/scp/content/activitylist.jsp>.
- j. Column labeled UNSPSC" must contain a United Nations Products and Services Code (UNSPSC) for each CLIN. Sample UNSPSC codes are shown below. UNSPSCs for other products in ECCMA format can be found at <http://www.eccma.org/new/>
- k. Worksheet must be named OT.

**Sample UNSPSC Codes are below.**

NOTE: Please use the latest UNSPSC codes from ECCMA (For ESI Contracts, the applicable codes would be Software and Services).

<u>Equipment</u>	<u>UNSPSC in ECCMA Format</u>
Server 32-bit	43.21.15.01.00 (Computer Servers)
Server 64-bit	43.21.15.02.00 (High end Computer Servers)
Workstation	43.21.15.07.00 (Desktop Computers)
Desktop PC	43.21.15.08.00 (Personal Computers)
Notebook	43.21.15.03.00 (Notebook Computers)
Thin Client	43.21.15.06.00 (Thin Client Computers)
Storage	43.20.22.06.00 (Storage drive or input device)
Network Products	
(Routers/Switches)	43.22.26.00.00 (Network Service Equip)
Printers	43.21.21.00.00 (Computer Printers)
Software	43.23.00.00.00 (Software)
Services	81.11.00.00.00

k.. Equipment ancillary items, such as internal disk drives, memory modules, etc. sold as separate line items should be coded with the UNSPSC for that specific item, NOT with the UNSPSC for the equipment item with which they are related (i.e server, workstation, etc.)

l. If a CLIN contains a mixture of items shown above the UNSPSC for that CLIN should identify the dominant items or that best describes the solution provided under the CLIN.

**m. REPORTING INSTRUCTIONS FOR "SPECIAL SOLUTIONS" CLIN(S):**

Special Solutions orders are generally comprised of a mixture of software products/services and are priced at the top level. The following example illustrates the correct format for reporting Special Solutions orders on the OT report. Example is based on a \$5,000,000 "Special Solutions" order that is made up of 3 different software products.

CLIN#	ITEM DESCRIPTION	CLIN QUANTITY	CLIN U/P	CLIN EXTENDED U/P	DOLLAR AMT OF TRANSACTION
1003	Oracle "Special Solutions"	1	5000000.00	5000000.00	5000000.00
ORA-123	Software Product #1	5	0.00	0.00	5000000.00
ORA-124	Software Product #2	2	0.00	0.00	5000000.00
ORA-125	Software Product #3	10	0.00	0.00	5000000.00

The BPA CLIN number(s) for the product(s) that comprise the "Special Solutions" order must appear in the CLIN column. Quantity must be specified also. Enter CLIN Unit Price and Extended Unit Price as 0.00 (Special Solutions orders are priced at the top level). Repeat Dollar Amount of Transaction for all items in the order.

**MIGRATIONS:** If there is no specific BPA CLIN to cover migrations, use the Special Solutions CLIN to report migrations. In the Item Description column, enter "(Vendor) Special Solutions - Migration". For CLIN Quantity, enter 1. CLIN Unit Price and CLIN Extended Unit Price should be the same. Dollar amount of transaction is the CLIN Extended Unit Price plus the ACT Fee.

n. Since the OT report is cumulative, vendors may correct previously reported information in subsequent reports (see Section 1. General Information, Revised Reports) such as:

- o Removing a cancelled order or an order/mod previously reported in error.
- o Correcting dollar amounts previously reported by an order/mod.

Correcting items ordered previously reported for an order/mod.

### 3. Fee for Service (FFS) Report

- a. This report applies to applicable ESI Agreements only.
- b. FFS Report is due to CHES **the 30th calendar day after each calendar quarter** (Example: FFS Report for the period 1 January thru 31 March is due by 30 April)
- c. The data reported is for that reporting period only (not a cumulative listing).
- d. If no payments were received during the previous quarter, a negative report is required.
- e. This report must be submitted as a Microsoft Excel spreadsheet, to CHES-VndrRpts@conus.army.mil, with a copy furnished to the cognizant CHES Product Leader.
- f. No extra spaces, commas or ampersands allowed in this spreadsheet. Dashes are allowed. File name must be in the following format: Contract Number/Calendar Quarter/Calendar Year (Example: W91QUZ-07-A-1234 1Q2007)
- g. Vendor must ensure that leading zeros are not dropped. For example, order number 0030 should not appear on the report as 30.
- h. **SPECIAL NOTE TO VENDORS:** All reports are cross-referenced for reconciliation and therefore, data must be consistent in all reports submitted (i.e., order number, dates, dollar amounts, etc.).
- i. Worksheet must be named FFS



W91QUZ-09-A-0001

## Order Transactions (OT)

Column Name	Format	Required ?	Comments
Contract Number	Alphanumeric (21)	Y	Enter the Contract Number Example: W91QUZ-07-D-XXXX
Order Number	Alphanumeric (50)	Y	Enter the delivery order number. Must be unique when combined with the contract number
Modification Number	Alphanumeric (25)	Y*	* Required only when reporting mods. NOTE: <i>This may be a vendor assigned number indicating a transaction reported previously needs to be modified. Example: A credit card transaction.</i>
Transaction Type	Alphanumeric (2)	Y	CC = Credit Card, DO= Delivery Order/Paper Order
Date of Transaction	DD-MMM-YYYY	Y	Date of the order or modification (i.e. 14-FEB-2006)
Date Transaction Cancelled	DD-MMM-YYYY	Y*	* Required for cancelled transactions
UNSPSC	Alphanumeric (14)	Y	Updated UNSPSC codes can be found at <a href="http://www.eccma.org/new">http://www.eccma.org/new</a>
CLIN Number	Alphanumeric (39)	Y	Contract Line Item Number (CLIN) Unique contract identifier of item being ordered (as identified in contract) <b>NOTE: When reporting "SPECIAL SOLUTIONS" CLIN(s) please follow instructions in Section 2.</b>
Item Description	Alphanumeric (250)	Y	A short description of the item/CLIN that was purchased. Example: OEM, Make, Model
CLIN Quantity	Number (11,0)	Y	Quantity being ordered.
CLIN Unit Price	Number (11,2)	Y	Price per item. Price should reflect the unit price in dollars and cents. Do not round up to whole dollars and use only <b>two</b> decimal places to indicate "cents." (e.g. 10125.15) .
CLIN Extended Dollar Amount	Number (11,2)	Y	Extended Dollar Amount = (CLIN quantity x unit price). The sum of this column must equal the total of all orders in this file. Do not round up to whole dollars and use only <b>two</b> decimal places to indicate "cents." (e.g. 10125.15).
Dollar amount of Transaction	Number (12,2)	Y	Total dollar amount of the transaction (order or order mod). Do not round up to whole dollars and use only <b>two</b> decimal places to indicate "cents." (e.g. 10125.15) .
POC Last Name	Alphanumeric (35)	Y	Customer's Last Name
POC First Name	Alphanumeric (35)	Y	Customer's First Name.
POC Title	Alphanumeric (35)	N	Customer's Title (i.e. COL, Mr., Ms., etc.).
Telephone Number	Alphanumeric (50)	Y	Customer's telephone number. Format: 9999999999
Email address	Alphanumeric (100)	Y	Customer's email address.
Street Address 1	Alphanumeric (100)	Y	First line of the Customer's Ship-To address.
Street Address 2	Alphanumeric (100)	N	Second line of the Customer's Ship-To address.
Street Address 3	Alphanumeric (100)	N	Third line of the Customer's Ship-To address.
City	Alphanumeric	Y	Customer's Ship-To City.

	c (30)		
State	Alphanumeric (2)	Y	Customer's Ship-To State for USA only. Post office two character abbreviation.
Country	Alphanumeric (2)	Y	Indicate the "Ship-To" country. Entry must be "US" for the United States or the 2-Character country code abbreviation from the Service/Agency/Country Code list located at <a href="https://ascp.monmouth.army.mil/scp/content/countrylist.jsp">https://ascp.monmouth.army.mil/scp/content/countrylist.jsp</a> . This column is only 2-characters wide so you must use the abbreviations only.
5-digit Zip Code	Number (5)	Y	Five-digit Customer Ship-To zip code.
4-digit Zip Code Ext.	Number (4)	N	Four-digit extension Customer Ship-To zip code.
End User Service or Agency	Alphanumeric (20)	Y	Use the abbreviation from the Service/Agency/Country Code list located at <a href="https://ascp.monmouth.army.mil/scp/content/activitylist.jsp">https://ascp.monmouth.army.mil/scp/content/activitylist.jsp</a>
Army Activity	Alphanumeric (20)	Y*	* Required if previous column equals "Army". Use the abbreviation from the <i>Army Activity</i> list located at <a href="https://ascp.monmouth.army.mil/scp/content/activitylist.jsp">https://ascp.monmouth.army.mil/scp/content/activitylist.jsp</a>
Comments	Alphanumeric (250)	N	Free text.
Reduced/Waived ACT Fee	Alphanumeric (1)	Y	If transaction involves a Reduced or Waived ACT Fee, indicate here. <b>R</b> = Reduced ACT FEE <b>W</b> = Waived ACT FEE If not, leave this field blank.
Order Discount	Number (10)	Y	Enter discount percent on order using the following format: A 40% discount should be entered as .40
Vendor Reported Total for this file	Number (12,2)	Y	The sales on contract that are included in this file being submitted.
Contract Sales to Date	Number (12,2)	Y	Total Sales to date on this contract.
File Name	Alphanumeric (50)	Y	Exact file name that is being submitted.

**Fee for Service (FFS)**

<b>Column Name</b>	<b>Format</b>	<b>Required?</b>	<b>Comments</b>
Report Number	Alphanumeric (24)	Y	Must be in the following format: Contract Number/Calendar Quarter/Calendar Year (Example: W91QUZ-07-A-1234 1Q2007)
Report Type	Alphanumeric (21)	Y	Use one of the following codes: <b>I</b> Initial Report <b>R</b> Replace all previously reported information with this new data <b>M</b> This report modifies some of the information reported during this time frame
Report Start Date	DD-MMM-YYYY	Y*	Example: 01-MAR-2007
Report End Date	DD-MMM-YYYY	Y	Example: 01-MAR-2007
Contract Number	Alphanumeric (21)	Y	Example: W91QUZ-07-A-1234
Order Number	Alphanumeric (30)	Y*	Must be reported <b>exactly</b> as shown on the customer's order.
Order Mod Number	Alphanumeric (25)	Y	Data required <b>only</b> when reporting an order modification.
Dollar Amount of Transaction	Number (12,2)	Y	Reflects dollar amount of the transaction (order or Mod being reported). <b>No formatting</b> (i.e., no \$ signs, commas, etc.)
Date Transaction Sent to Vendor	DD-MMM-YYYY	Y	Example: 01-MAR-2007
ACT Fee for Transaction	Number (12,2)	Y	Enter amount of ACT Fee for Transaction <b>No formatting</b> (i.e., no \$ signs, commas, etc.)
Reduced/Waived ACT Fee	Alphanumeric (1)	Y	If transaction involves a Reduced or Waived ACT Fee, indicate here. <b>R</b> - Reduced ACT Fee <b>W</b> - Waived ACT Fee If not, leave this field blank
Previous Payment Made on Transaction	Number (12,2)	Y	If applicable.
Current Payment	Number (12,2)	Y	If applicable.
Remaining Amount to be Paid	Number (12,2)	Y	If applicable.
Transaction Type	Alphanumeric (2)	Y	Order Types are as follows: CC = Credit Card DO = Direct Ordering (paper order)
Other Agency Share Fee Payable	Number (12,2)	Y	If applicable. Fee Share amount due to Navy, Air Force, DLA or GSA (for non-DoD orders on SmartBUY Agreements) . Calculation: 50% of Current Payment Amount
Other Agency for	Alphanumeric	Y	If applicable. Identify as 'USN', 'DLA', 'USAF' generated

Fee Share	(21)		Delivery Order . Enter 'GSA' for non-DoD orders on SmartBUY Agreements.
Army Fee Payable	Number (12,2)	Y	Required for Army-managed ESI agreements. Calculation: Current Payment Amount minus Previous Payment Made on Transaction
Non-DoD Agency	Alphanumeric (250)	Y	Applicable to SmartBUY Agreements only. Enter name of End User Agency for Non-DoD Orders
Order Discount	Number (10)	Y	Enter discount percent on order using the following format: A 40% discount should be entered as .40
Comments	Alphanumeric (250)	Y	Free Text
ACT Fee Recap			Enter Amount Due Each Service for This Report
Army & Other DoD ACT Fee	Alphanumeric (12,2)	Y	Enter Amount Due Army for This Report
Air Force ACT Fee:	Alphanumeric (12,2)	Y	Enter Amount Due Air Force for This Report
DLA ACT Fee:	Alphanumeric (12,2)	Y	Enter Amount Due DLA for This Report
DISA ACT Fee:	Alphanumeric (12,2)	Y	Enter Amount Due DISA for This Report
Navy ACT Fee:	Alphanumeric (12,2)	Y	Enter Amount Due Navy for This Report
GSA ACT Fee:	Alphanumeric (12,2)	Y	Enter Amount Due GSA for This Report

**EXHIBIT C**

TRANSMITTAL LETTERS  
SAMPLE TRANSMITTAL LETTERS

**FOR ARMY**

Date:

MEMORANDUM FOR

Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)  
PEO Enterprise Information Systems  
SFAE-PS-CH (Attn: Miguel Campos)  
9350 Hall Road, Bldg 1445  
Fort Belvoir, VA 22060

From: Company Name  
Street Address  
City, State, Zip Code  
POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)  
(BPA/Contract Number)  
(Quarter/FY)

1. Collection of the check will include the following:
  - f. Please make check payable to United States Treasury
  - g. Mail original check to address above
2. Direct questions to Miguel Campos 703-806-8222
3. Provide copies of this letter and check electronically to:

[peoeis.pdchess.vndrrpts@us.army.mil](mailto:peoeis.pdchess.vndrrpts@us.army.mil)  
[miguel.campos2@us.army.mil](mailto:miguel.campos2@us.army.mil)

**EXHIBIT C**

**For Air Force**

(COMPANY NAME)

(Date)

MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE

Disbursing Operations Directorate  
FOR: 3801 Limestone Field Site  
8899 E 56<sup>th</sup> Street  
Indianapolis, IN 46249-9339

FROM: (Company Name)  
(Street Address)  
(City, State and Zip Code)

SUBJECT: Collection of Checks for **ESI SW** – FY08 (CPEA00) For BPA  
(Contract # \_\_\_\_\_)

1. This transmittal letter is to be used in lieu of a cash collection voucher (DD Form 1131).

2. Line of accounting to collect this check into is as follows:

5783400 308 47MZ 4G4ZKW 040000 592RR 72806F 667100 SC: 97 CSN: 007999  
FSR: 035483 PSR: 996643 DSR: 619624  
MORD: F2XTKB7277M007

**NOTE: Please do not alter any of the information above.**

3. Direct questions to (Company POC, Phone Number).

(Signature)

1 Atch: Check # -----

**Additional Requirements are as Follows:**

1. Make checks payable to: 3801-LI
2. Send both the check and this transmittal letter to above address.
3. E-mail both:
  - A copy of the check and transmittal letter to [kabfinance@gunter.af.mil](mailto:kabfinance@gunter.af.mil)
  - Please include with the above documents the CCR and DOSR(if applicable)
  - Subject Line Format of e-mail should be as follows:  
\_\_\_\_ Contract Number with hyphens, CCR or DOSR Month Year, Contract Name, and Contractor Name  
Example: FA0000-00-A-0000, CCR June 2006, ESI SW, Vendor, Inc.

4. Mail is also an alternative means of submitting copies. Please forward a copy to the address below :

HQ 754 ELSG/KABS  
Bldg 892  
490 East Moore Drive  
MAFB-Gunter Annex, AL 36114-3014

**DISA Transmittal Letter**

**Defense Information Systems Agency (DISA) Sales**

The amount of ACT Fee due DISA shall be calculated at 1% of all DISA sales.

Remit ACT Fee to the address provided below by corporate or cashiers check made **payable to "Treasurer of the United States"** noted with the following information:

BPA (\_\_\_\_\_)

DoD (VENDOR: \_\_\_\_\_) Enterprise Software Agreement Quarterly ACT Fee

\*\*\*\*Checks must be accompanied by a transmittal letter that cites the applicable accounting data to ensure proper crediting of the payment.

**LOA: 9780100.4300 P848ZZDZ0 SI 2531 DSIMO86608 S12137**

Send check and transmittal letter to:

**DISA/CFE5**

P.O. Box 4502

Arlington, VA 22204-4502

Mail a copy of the check and transmittal letter to:

DISA

Attn: Jonnice Medley, SI33

P.O. Box 4502

Arlington, VA 22204-4502

Or send via email to: [jonnice.medley@disa.mil](mailto:jonnice.medley@disa.mil)



## EXHIBIT D

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION (The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)				1. CLEARANCE AND SAFEGUARDING	
				a. FACILITY CLEARANCE REQUIRED TOP SECRET	
				b. LEVEL OF SAFEGUARDING REQUIRED TOP SECRET	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)	
X a. PRIME CONTRACT NUMBER W91QUZ-09-A-0001				a. ORIGINAL (Complete date in all cases) DATE (YYYYMMDD)	
b. SUBCONTRACT NUMBER				b. REVISED (Supersedes all previous specs) REVISION NO. DATE (YYYYMMDD)	
c. SOLICITATION OR OTHER NUMBER		DUE DATE (YYYYMMDD)		c. FINAL (Complete item 5 in all cases) DATE (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE TKC INTEGRATION SERVICES LLC 3201 C ST., STE 400C ANCHORAGE AK 99503-3967		b. CAGE CODE 3NBK4		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
10. CONTRACTOR WILL REQUIRE ACCESS TO:					
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
b. RESTRICTED DATA		X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
d. FORMERLY RESTRICTED DATA		X		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
e. INTELLIGENCE INFORMATION				d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
(1) Sensitive Compartmented Information (SCI)		X		e. PERFORM SERVICES ONLY	
(2) Non-SCI		X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
f. SPECIAL ACCESS INFORMATION		X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
g. NATO INFORMATION		X		h. REQUIRE A COMSEC ACCOUNT	
h. FOREIGN GOVERNMENT INFORMATION		X		i. HAVE TEMPEST REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION		X		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
j. FOR OFFICIAL USE ONLY INFORMATION		X		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
k. OTHER (Specify)			X	l. OTHER (Specify)	

DD FORM 254, DEC 1999

PREVIOUS EDITION IS OBSOLETE.

Adobe Professional 7.0

<b>12. PUBLIC RELEASE.</b> Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release <input type="checkbox"/> Direct <input type="checkbox"/> Through (Specify)		
to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.		
<b>13. SECURITY GUIDANCE.</b> The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)		
<b>14. ADDITIONAL SECURITY REQUIREMENTS.</b> Requirements, in addition to ISM requirements, are established for this contract. <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)		
<b>15. INSPECTIONS.</b> Elements of this contract are outside the inspection responsibility of the cognizant security office. <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)		
<b>16. CERTIFICATION AND SIGNATURE.</b> Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.		
a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)
d. ADDRESS (Include Zip Code)		<b>17. REQUIRED DISTRIBUTION</b> <input type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input type="checkbox"/> f. OTHERS AS NECESSARY
e. SIGNATURE		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		100		\$0.00	\$0.00

Software Products

FFP

See Appendices A-1 and A-2 for list of products and prices.

FOB: Destination

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		100		\$0.00	\$0.00

Maintenance

FFP

SEE Appendices A-1 and A-2 for maintenance services and pricing.

FOB: Destination

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NET AMT

\$0.00

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 21-NOV-2008 TO 29-JUN-2011	N/A	N/A FOB: Destination
0002	POP 21-NOV-2008 TO 29-JUN-2011	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
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WIDE AREA WORKFLOW

WIDE AREA WORKFLOW (WAWF). WAWF information shall be addressed, as required, at the individual Task Order level.